BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Additional Bangalore Election South Zone,

TENDER FORM
FOR HIRING CARS ALONG WITH DRIVER ON MONTHLY RENTAL BASIS

TENDER DOCUMENTS(To be used for furnishing bids by the eligible firms)

FOR

GENERAL Loksabha ELECTIONS 2024 IN ADEO-SOUTH BBMP

TENDER SCHEDULE

TENDER NOTIFICATION FOR HIRING OF CARS ON MONTHLY RENTAL BASIS

1. **TENDER REFERENCE NO No.E.E.(JN)/DM/e-proc/17/2023-24, Date:-27-02-2024**
2. **EMD AMOUNT: Rs 1,00,000/-**
3. **TENDER COMMENCEMENT DATE:01-03-2024**
4. **LAST DATE AND TIME FOR SUBMISSION OF TENDERS:07-03-2024 at 16.05 Hrs.**
5. **TIME AND DATE OF OPENING OF TECHNICAL BIDS: 11-03-2024 at 16.05 Hrs.**
6. **TIME AND DATE OF OPENING OF COMMERCIAL BIDS: 12-03-2024 at 16.05 Hrs.**
7. **PLACE OF OPENING OF TENDERS: Office of the Executive Engineer, Jayanagar Division BBMP.**

Further Details: Office of the **ADEO (South), Bruhat Bengaluru Mahanagara Palike, 9th Main, 9th Cross, Jayanagar 2nd Block, Bengaluru-560011**

SECTION I : INVITATION FOR TENDER (IFT)

The **Additional Bangalore Election Officer - South Zone, BBMP**(**hereafter, ADEO-South Zone, BBMP**) hereby invites tenders for **Light Commercial Vehicles on Monthly RentalBasis with Driver and Diesel**under e-tendering system from **Registered Tours & Travels Operators or Vehicle Rental Agencies with Tourism Development Corporation or Tourism Department or Commercial Tax Department under Karnataka Shops & Establishment Act or Company / Firm under the Companies Actand having GST Registration,** as detailed in Annexure-I of this Tender, as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000, there under **(Under Two Cover System). Only those who have supplied similar items (80% of the quantity of this tender) to Govt. Departments, Institutions, Autonomous Bodies in last 2 years and those who OWN or have valid lease agreements with owners of four wheel light commercial vehicles of sufficient number only need to apply. Those with Annual Turnover for last three years i.e., 2020-21, 2021-22 & 2022-23, not less than Rs. 150.00 Lakhs per annum or total cumulative turnover Rs. 450.00 Lakhs for last three Years are eligible to participate in this Tender.**

The term **"PURCHASER"** for the purpose of placing the order, accepting / rejecting the services, payments and sending samples, for testing by the **ADEO-South Zone, BBMP** and any other authority authorized by the Purchaser, who are bound by the Contract in pursuance of this Tender, while purchasing ITEMS**.**

a) The term **"TENDERER"** means the Printer, Manufacturer, participating in this tender. The term "**TENDERER"** refers to the successful Tenderer who has entered into an agreement with **ADEO-South Zone, BBMP**for the purpose of supplying ITEMS**,**as mentioned in this tender.

b) The Additional Bangalore Election Officer - South Zone, BBMPBangalore shall be the Tendering Authority for the purpose of this tender.

1. Tenderers are to quote for ALL ITEMS**,**listed in **Schedule-II Annexure I.**
2. Tenders of only those Tenderers' who fulfill the Terms and Conditions of this tender will be considered for evaluation. The tenders will undergo evaluation at every stage of processing and any tender found at any stage, not in conformity with the stipulated tender conditions including specifications / found to have uploaded defective and incomplete documents / samples of the items found not in conformity with the specifications or found defective either physically or analytically, will be rejected.

Schedule of Events: -

Commencement of download of e-Tender Form from website- https://eproc.Karnataka.gov.in	01-03-2024

Last Date for Queries on or before	07/03/2024 till 3:00 p.m.
Last Date for Uploading of Tender in e-procurement platform on or before	07/03/2024 till 4:00 p.m.
Opening of Technical Bid	11/03/2024 till 4:05 p.m.
Date of Original Document Verification.	**Will be done on the uploaded documents at e-portal.**
Opening of Financial Bid	12/03/2024 till 4:05 p.m.

Venue: Office of the Additional Bangalore Election Officer - South Zone, BBMP Bangalore, Pin - 560011

SECTION II : INSTRUCTIONS TO TENDERERS

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DEFINITIONS & ACRONYMS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

Sl. No	Titles	Details
1.	GoK	Government of Karnataka
2.	RO	Returning Officer
3.	CEOK	Chief Electoral Officer, Karnataka
4.	Bidder/ Tenderer	Means vendor who submits Bid in response to this tender document
5.	Bids	Means Online Bid submitted by bidders in response to the tender
6.	Contractor/ Supplier	Means The successful Bidder to whom tender is awarded
7.	Contract	An agreement signed by the contractor against the Tender
8.	Non-responsive	Failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender bid in given Forms/Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD
9.	Services	Means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
10.	EMD	Earnest Money Deposit
11.	PAN	Permanent Account Number.
12.	PBG	Performance Bank Guarantee
14.	Personn	Means professional and support staff provided by the

	el/ Manpow er	bidders to provide training or perform services to execute an assignment and any part thereof
16.	DEO	Means Bangalore Election Officer
17	ADEO	Additional Bangalore Election officer
18.	Nodal Officer	Means Official deputed as Nodal officer for different works by DC &DEO
19.	ECI	Election Commission of India

A. INTRODUCTION

1 Eligible Tenderers

1.1Tenderers should be Registered Tours & Travels Operators or Vehicle Rental Agencies with Tourism Development Corporation or Tourism Department or Commercial Tax Department under Karnataka Shops & Establishment Act or Company / Firm under the Companies Act.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

B. TENDER DOCUMENTS

2. Contents of Tender Documents

2.1 The Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

Instructions to Tenderers (ITT);

General Conditions of Contract (GCC);

Special Conditions of Contract (SCC);

Schedule of Requirements;

Technical Specifications;

Tender Form and Price Schedules;

Earnest Money Deposit Form;

Contract Form;

Performance Security Form;

2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Tenderer’s risk and may result in rejection of its tender.

3 AMENDMENT OF TENDER DOCUMENTS

3.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on e-procurement portal.

3.2 In order to allow prospective tenderers reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on e-procurement portal.

C. PREPARATION OF TENDERS

4. Language of Tender

4.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser shall be written in English language.

5. Documents comprising the Tender

5.1 The tender prepared by the Tenderer shall comprise the following components:

A Tender Form and a price Schedule completed in accordance with ITT Clauses 6, 7 and 8;

Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

Documentary evidence established in accordance with ITT Clause 10 that the services to be supplied by the Tenderer conform to the tender documents; andEarnest Money Deposit furnished in accordance with ITT Clause 11 as in section VII-A Technical Bid.

6. Tender Form

6.1 The Tenderer shall complete the Tender Form and the Price Schedule furnishedin the tender documents, indicating the services to be delivered, quantity andprices.

7. Tender Prices

7.1 The tenderer shall indicate rates per month for hiring of Toyota Etios, Hyundai Verna, Innova or higher version vehicles provided with a/c or equivalent vehicles, as per the required commercial bid format in Annexure –VIIIB, Price Schedule, that shall include cost for inside **Bangalore**, as specified.

7.2 Prices on the Price Schedule shall be entered including all taxes:

a) the price of the services, including all applicable taxes already paid or payable; or

b) any Indian duties, sales and other taxes which will be if this Contract is awarded;

7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer’s Eligibility and Qualifications

9.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its Tender documents establishing the Tenderer’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

9.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction, that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

10. Documents establishing the delivery of service

10.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all the services which the tenderer proposes to provide under the contract.

11. Earnest Money Deposit

11.1 Pursuant to IFT Clause 4, the Earnest Money Deposit shall be credited to the account of Centre for e governance.

11.2 the Tenderer shall transfer Rs.100000/- as EMD to e-governance.

11.3 Any tender not secured in accordance with ITT Clauses 11.1 and 11.2 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.

11.4 Unsuccessful Tenderer's tender securities will be returned as promptly as possible but not later than 30 days from the date of signing of agreement with the successful bidder.

11.5 The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.

11.6 The earnest money deposit may be forfeited:

(a) if a Tenderer

(i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or

(ii) does not accept the correction of errors pursuant to ITT Clause 19.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 26; or

(ii) to furnish performance security in accordance with ITT Clause 27.

12. Period of Validity of Tenders

12.1 Tenders shall remain valid for one year after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

12.3 The purchaser retains the authority of extend the duration of tender for one more year for the same rates as agreed in this tender, provided the services rendered by the tenderer is satisfactory to the purchaser. The process there to shall be made in writing. The Performance deposit provided under ITT clause 27 shall also be suitably extended.

13. Format and Signing of Tender

13.1 Eligible tenderer who are registered in e-procurement shall upload all the documents required for this bid, submit and sign using digital key.

D. SUBMISSION OF TENDERS

14. Submission of Tenders

14.1 All tenderers should submit their tenders through e-procurement portal only.

14.2 Telex, Cable or facsimile tenders will be rejected.

14.3 Tender should be submitted in 2 cover system

1. Technical bid (cover-I)

2. Commercial bid (cover-II) as per section VII qualification criteria.

15. Deadline for Submission of Tenders

15.1 Tenders must be uploaded and signed as specified under ITT Clause 14 not later than the time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

15.2 The Office of Additional Bangalore Election Officer - South Zone, BBMP, Bangalore may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Tenders

16.1 e-procurement web-portal will not be accessible after the deadline and hence no late submission is possible and allowed.

17. Modification and withdrawal of Tenders:

17.1 The Tenderer may modify or withdraw its tender after the tender's submission, for any number of times before the deadline for the submission of bids with no extra cost.

17.2 No tender may be modified subsequent to the deadline for submission of tenders.

17.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. If such withdrawal is inevitable, withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. TENDER OPENING AND EVALUATION OF TENDERS

18. Opening of Tenders by the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore

18.1 The Office of Executive Engineer Jayanagar Division, BBMP Bangalore will open all tenders submitted through e-procurement portal in the presence of Tenderers' representatives who choose to attend, at on Date 11-03-2024, 4.00 pm.

18.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore, the tenders shall be opened at the appointed time and location on the next working day.

18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore, at its discretion, may consider appropriate, will be announced at the opening.

18.4 The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore will prepare minutes of the technical bid evaluation and publish the same in e-portal.

19. Preliminary Examination

19.1 The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore shall examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whether the tenders are generally in order.

19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Service Provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

19.3 The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

19.4 Prior to the detailed evaluation, pursuant to ITT Clause 20, the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4). Warranty (GCC Clause 11), Applicable law (GCC Clause 18), and Taxes & Duties (GCC Clause 20) will be deemed to be a material deviation. The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

19.5 If a tender is not substantially responsive, it will be rejected by the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

19.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfil the eligibility criteria, the purchaser may call for additional documents from some tenderers or all the tenderers.

20. Evaluation and Comparison of Tenders

20.1 The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

20.2 Separate quotes shall be given for each item specified under Section VIIIB. .

Bidder quoting lowest rate for A/C Car inside Bangalore shall have to adjust other lowest rates quoted by any other bidder for other items like A/C car rate for extra Km, rate for extra hour A/C car Monthly rate,extra km and extra hour under.

20.3 Rates shall have to be quoted for all the items.

20.4 The bidder must quote the rates per vehicle including all charges.

F.AWARD OF CONTRACT

21. Post qualification;

21.1 The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 and is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

22. Award Criteria;

22.1 Subject to ITT Clause 24, the Office of Executive Engineer, Jayanagar Division, BBMP Bangalore will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

23. As per approval of ADEO(South)quantity of the vehicle must be supplied.

24. The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore Right to Accept Any Tender and to Reject Any or All Tenders

24.1 The Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Tenderer’s furnishing of performance security pursuant to ITT Clause 27, the Purchaser will discharge its earnest money deposit, pursuant to ITT Clause 11.

25.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it’s request to the Purchaser.

The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

26. Signing of Contract

26.1 At the same time as the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore notifies the successful tenderer that its tender has been accepted. The Tenderer shall execute the Contract Form provided in the tender documents, incorporating all agreements between the parties.

26.2 Within 15 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore.

27. Performance Security

27.1 The tenderer needs to submit a bank Guarantee for 10% of Contract Value as performance security renewable after one year and shall be returned to the bidder after the completions of contract period of two year and on successful completion of all obligations.

27.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Additional Bangalore Election Officer - South Zone, BBMP BANGALORE may make the award to the next lowest evaluated Tenderer or call for new tenders.

28. Penalty Clause:

If the tenderer fails to provides the requirement as per the specifications, a penalty of 1% per day to a max of 10% per month shall be deducted from that particular bill.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:

a) "The Contract" means the agreement entered into between the Additional Bangalore Election Officer - South Zone, BBMP Bangalore and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

c) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the Contract;

d) “GCC” means the General Conditions of Contract contained in this section.

e) “SCC” means the Special Conditions of Contract.

f) “The FCS&CA” means “Purchaser” and the organization taking the Services, as named in SCC.

g) “The Service Provider” means the individual or firm delivery of Services under this Contract.

h) “The Government” means the Government of Karnataka State.

i) “The State” means the Karnataka State

j) “The Project Site”, where applicable, means the place or places named in SCC.

k) “Day” means calendar day.

Note : Where ever has been mentioned as “Services” shall be considered as“**Light Commercial Vehicles on Monthly Rental Basis with Driver and Diesel**”.

2. Application: These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Performance Security: 5% of the contract value shall be the performance security and shall be returned after the completions contract period and on successful completions of all obligations.

4. Payment

4.1 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfilment of other obligations stipulated in the contract.

4.2 No advance payment will be made by the Department for delivering the tendered service.

4.3 Payment shall be made in Indian Rupees.

5 Prices

5.1 Prices payable to the Service Provider as stated in the contract shall be firm during the performance of the contract.

6. Contract Amendments

6.1 No variation in or modification of the terms of the contract shall be made

Except by written amendment signed by the parties.

7. Delays or discrepancies in the Service Provider’s Performance

7.1 Performance of the Services shall be made by the Service Provider in accordance with the requirement of the purchaser and depute vehicles well in time as mentioned in the work order.

8.1 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall make alternate arrangement to replace the vehicle or make alternate arrangement for resolving the issue. However, the same need to be promptly notified to the Purchaser.

8.2 A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless waive off is extended by the Purchaser after ascertaining the reasons proposed by the service provider.

8.3 No additional cost will be paid for any replacement or solutions provided, however attract penalty as appropriately fixed by the purchaser depending on the default and the damage done to the examination work.

9. Liquidated Damages

9.1 If the tenderer fails to render the Services satisfactorily for the examination work as specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum that is fixed by the Purchaser depending on the default and the damage done to the work. The Purchaser may consider termination of the Contract pursuant to GCC Clause 17 when the damage was found very severe.

10. Termination for Default

10.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

i. if the Service Provider fails to deliver quality service and render service even after repeated warning by the Purchaser pursuant to GCC Clause 15.2; or

ii. if the Service Provider fails to perform any other obligation(s) under the Contract.

iii. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

10.2 In the event the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Office of Additional Bangalore Election Officer - South Zone, BBMP Bangalore for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

11. Applicable Law

11.1 The Contract shall be interpreted in accordance with the laws of the Government of Karnataka.

12. Notices

12.1 Any notice given by one party to the other pursuant to this Contract shall besent to other party in writing or by cable or facsimile and confirmed inwriting to the other party’s address specified in SCC.

12.2 A notice shall be effective when delivered or on the notice’s effective date,whichever is later.

13. Taxes and Duties

13.1 Service Provider shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted services to the Purchaser.

14 Contacting Additional Bangalore Election Officer - South Zone, BBMPBANGALORE :

14.1 Any effort by a bidder to influence Additional Bangalore Election Officer - South Zone, BBMP BANGALORE in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

15 Resolution of disputes :

15.1 In case of dispute or difference arising between the purchaser and the Service Provider relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled by concerned Regional Commissioner of the Region.

15.2 Arbitration proceedings shall be held at Regional Headquarter, Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

15.3 The decision of the arbitrator shall be final and binding upon both parties. The expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is the Additional Bangalore Election Officer - South Zone, BBMP BANGALORE, PIN -560011
(b) The Service Provider is Tenderer
2. Inspection and Tests: As per GCC Clause 5
3. Incidental Services (GCC Clause 10): “Deleted”
4.2 Payment (GCC Clause 12): As per GCC clause 12
6. Notices (GCC Clause 19): For the purpose of all notices, the following shall be the address of the 3.

Incidental Services (GCC Clause 10): "Deleted"	**Specifications**	**Quantity (Either AC/Non AC)**	**Period of Hire (Months) (Min/Max)**	**Basic Rate per Month (Rs)**	**Maximum Usage per month (30 days)**	**Additional Charges for GPS per Month (Rs)**	**Additional Charges (Rs)**
Car	Tata Etios/Honda Jazz / Renault KWID / MarutiBaleno, Swift Dezire or equivalent: Not more than 5 years old, not more than 75000 km	1	2	-	-	-	-
Sedan	Hyundai Verna/ Honda City or equivalent: Not more than 4 years old, not more than 75000 km run, Good Condition, AC	1	2	-	-	-	-
Innova	Innova / Xylo or equivalent: Not more than 4 years old, not more than 75000 km run, Good Condition, AC	1	2	-	-	-	-

Delivery of service and Documents (GCC Clause 7): " Applicable"

Purchaser and Service Provider.

Purchaser: The PIN **ADEO South Zone, BBMP** Bangalore, PIN – 560011

Service Provider: (To be filled in at the time of Contract signature)

SECTION V: SCHEDULE OF REQUIREMENTS

The Vehicles, need to be supplied on monthly rental basis as per the requirements of Office of the Additional Bangalore Election Officer - South Zone, BBMP Bangalore, Pin - 560011

SECTION VI - TECHNICAL SPECIFICATIONS

Vehicle Specifications:

1. Vehicle will be parked with ADEO/ RO officesat all times

2. Operation & Maintenance will be responsibility of Service Provider

3. RTO certificate of Vehicle condition (recent) should be provided along with vehicle papers.

4. Insurance and Registration charges shall be paid by the owner

5. Driver and fuel shall be provided by Service Provider

Other Specifications:

1. The drivers deputed shouldbe minimum 21 years and maximum 50 years age, Good Health (no communicable disease, COVID vaccinated, good vision without colour or night blindness), SSLC passed and possess legal driving license and Badge and follow all the transport and RTO rules.

2. Driver should not have police record.

3. Driver’s contact address, mobile number and contact address must be provided with copy of Driving License, 2 recent colour Passport size photos and copy of Aadhaar card.

3. Driver must not have any undesirable habits, and should always be decently dressed

2. Vehicles provided should be in good condition in all sense. Any problem, alternate vehicles shall have to be provided immediately or penalty will be charges.

3. Sufficient number of vehicles will have to be provided as per the schedule of requirement.

4. The drivers will have to travel in the shortest distance to reach the destination. Any deviations found in this; appropriate amount shall be deducted from the payment.

5. Vehicle Log Book shall be provided and signed daily by the using officer with Odometer reading, location and daily trip locations. Invoice should be produced along with consolidated trip details and copy of Log Book signed by user for verification which shall be verified for payment.

6. Payment shall be paid within 30 days from the date of submission of invoice.

7. No advance payment shall be paid for any work.

8. The bidding agency should bid for the service charges as percent of the basic rental charges exclusive of taxes.

9. Taxes and duties as applicable for services shall be paid in addition at approved rates for the rentals and service charges.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 (b) of ITT)

1. The tenderer should have at least2years' experience in the last 5 years in supplying vehicles to State/South Zone, BBMP Govt. organisations/dept's.

2. The turnover of the 2019-20, 2020-21 and 2021-22 should not be less than Rs150 lakh/year.

3. Copy of the PAN card of the firm has to be uploaded as detailed below

a)If a firm is sole proprietorship PAN card copy of the proprietorship

b) If a firm is partnership PAN card copy of the firm only (partners PAN cardcopy will not be considered)

c) If a firm is private Ltd… or Public Ltd.. Company, PAN card copy of thecompany.

4. Audited balance sheet and Profit and Loss account for the years 2019-20, 2020-21 and 2021-22 has to be uploaded (preferably annual report of the company/CA Certificate)

5. EMD of Rs.100000/- in should be credited to CeG account as per IFT Clause (4).

6. Details of Income Tax returns filed for the years 2019-20, 2020- 21 and 2021- 22.

7. Previous experience in the format mentioned under Section XII

8. GST Registration certificate to be uploaded.The bidder shall enclose a copy of GST Clearance Certificate for the financial years, 2021-22, 2022-23 & 2023-24.

9. Not have been blacklisted by the Depts./ Ministries of the Govt. of India or Karnataka/ PSUs/ Autonomous Bodies.

10. Letter of Undertaking for agreement with terms and non – disclosure.

11. Letter of political neutrality.

Additional Bangalore Election Officer - South Zone, BBMPBANGALORE

SECTION VIII: TENDER FORM

Office of the The**Additional Bangalore Election Officer - South Zone, BBMP, Bangalore Bangalore, PIN-560001**

"**Light Commercial Vehicles on Monthly Rental Basis with Driver and Diesel**"

From,

To

TheAdditional Bangalore Election Officer - South Zone, BBMP,

Bangalore Bangalore, PIN-560001

Sir,

Having examined the Tender Documents including Addenda No:_____ Dated _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide service for supply of Car Vehicles on monthly basis for the year .....in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the service in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 2 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this ....day of 2024

(Signature)

(SCAN AND UPLOAD)

SECTION VIII-A

TECHNICAL BID

S.N	Details required	Uploaded
1	Name and address of the firm (Addresses of the head office and local branch office should be given separately)	
2	Year of establishment (Registration copy should be uploaded enclosed as specified under Section VII)	
3	Annual turnover for the years 2019-20, 2020- 21 and 2021- 22	
4	Copy of the PAN card (As specified under Section VII)	
5	Audited balance sheet and Profit and Loss account for the years 2019-20, 2020- 21 and 2021- 22.	
6	EMD of Rs.100000 /-	
7	Income Tax returns filed for the years 2019-20, 2020- 21 and 2021- 22.	
8	Service Tax Registration certificate	
9	Previous experience in the format mentioned under Section XII	

Note: The Enclosures related to Sl.No. 1 to 09 must be self-attested and uploaded

Seal and signature of the Tenderer

(SCAN AND UPLOAD)

SECTION VIII-B

PRICE SCHEDULE

Note: The financial bid should be entered or keyed in the E-procurement portal in financial bid section.

SECTION IX:BANK GUARANTEE FORM - Not Applicable

SECTION X: CONTRACT FORM – As in Annexure

13. ORDERS AND DELIVERY SCHEDULES

i) The Purchaser does not guarantee the quantity, which will be ordered.The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement. No claims shall lie against the ADEO-South Zone, BBMP in this regard. The rates quoted should not vary with the quantum of the order or the destination.

[Rule 12 of KTPP Rules (as Amended): (5) The tender documents shall indicate the quantity proposed to be procured in the tender, and the Tender Accepting authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of twenty five percent either way of the requirement indicated in the tender documents.]

ii) The Purchaser reserves the right to order for only such quantity as may be necessary and the Tenderer is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid.

iii) Supplies are to be made as per the delivery schedule and timings given by the purchaser.

v)Delays in the Supplier's Performance

1. Delivery of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Order Copy.

2. If at any time during performance of the Contract, the Supplier should encounter conditions beyond his control hindering timely delivery of the Services and performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it’s likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for delivery of services with or without liquidated damages, in which case the extension shall be ratified by issuing an amendment to the Contract.

3. Except as provided under GCC Clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon pursuant to GCC Clause, without the application of liquidated damages.

4. The supplier shall not dispatch the services after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the services without

obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expenses related to such supply shall lie against the purchaser.

5. The services are**specification,time and place** critical. If the supply of the **full ordered quantity**of personnel and vehiclesis not completed within the stipulated period, the supplier will pay penalty as mentioned below.

A. Time delay:

01 – 02hours: 15% penalty on total value of the belated supply of the order.

02 - 03hours: 50% penalty on total value of the belated supply of the order.

Beyond 03 hours: Liable for cancellation, blacklisting/ forfeiture of EMD/SD after issue of notice.

B. Missent:

Supply to wrong location / unapproved personnel: 30% penalty and re-direction at own risk and cost by Supplier within 2 hours.

C. Quality issues (Personnel / Vehicles): 50% penalty and re-supply within 2 hours.

6.Apart from risk purchase action, the Tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like debarring from participating in both present and future tenders of ADEO South Zone, BBMPafter issue of notice as provided in Rule 26A of KTPP Rules (as amended).

14. PENALTY CLAUSE:

a) In case the supply is not completed fully as mentioned in Clause the Purchaser reserves the right to cancel the order for non-supplied service and proceed with the purchase of the same generically identical service from L-2 or from the open market in the order of preference as specified under clause at risk and cost of the L1.

b) As per Rule 12 of KTPP Rules (as Amended), liquidated damages and penalty are payable by the tenderer in the event of non-fulfilment of any of the terms or whole of the contract.

c) Non-supply within the stipulated period will entail the purchaser to purchase the same generically identical service from any other source as per clause “a” above and the difference of cost, if any, shall be recovered from the defaulting Tenderer as per clause “b” above.

15. STAGGERED SUPPLY:

a) The contractor should accept the supply orders for any item for staggered supply, with stipulated time schedules for supplies and submit separate Bills for payment for each supply.

b) The purchaser reserves the right to proceed with the risk purchase from the alternate source in case the supplies are not delivered on time and the difference of cost including the incidental charges if any will be recovered from the contractor.

c) Supplies under staggered supply order should be delivered immediately on time as specified in the schedule.

16.PAYMENT CLAUSE

a) No advance payment will be made towards the supply. Payment will be made only after the supplies are affected as per the supply order for **Services,** monthly basis.

b) Payment towards the supply will be made strictly as per rules of **Additional Bangalore Election Officer - South Zone, BBMPBangalore.**

c) No claims shall lie against **Additional Bangalore Election Officer - South Zone, BBMPBangalore,** in respect of interest on Earnest Money Deposit or on security Deposit.

17. REPLACEMENT OF SERVICES

a) Services supplied in damaged condition or found "Not in conformity with the acceptable requirement", will not be accepted and should be replaced at no extra cost to **Additional Bangalore Election Officer - South Zone, BBMPBangalore,** within 01hours for **Services** from the time of receipt of intimation, failing which, 5% penalty will be levied for the belated supplies.

b) If the replacement is not affected even within the above penal period, the purchaser will be free to proceed with the purchase from alternate sources as per clause 15 above.

c) Item declared "not of standard Quality" by the competent authorities should also be replaced at no extra cost WITHIN 02hours FROM THE TIME OF RECEIPT OF INTIMATION**, failingwhich**10% penalty will be levied for the belated supplies made within another 01hours accordingly, failing which the purchaser shall be free to proceed with the purchase form alternate sources as per clause 15 above.

d) In case of dispute, regarding the non-conformity with the specifications, the decision of the **Additional Bangalore Election Officer - South Zone, BBMP Bangalore,** will be final.

18. DISQUALIFICATION CRITERIA

Failure to comply with the contract provisions will entail disqualification of the contractor and his firm from participating in any of the tenders of this dept. for the next five years, besides immediate termination of the existing contract.

a) In the event supplies failing in quality, the purchaser has the right to purchase form alternate source.
b) Further, the **Additional Bangalore Election Officer - South Zone, BBMPBangalore,** reserves the right to cancel the contract and forfeit all the dues and deposits of the contractor if the quality failure occurs recurrently even once and if the quality failure happens to be of grave nature affecting the life or quality or life. This shall be, however, notwithstanding any action that might be proceeded with, under the law.
c) Such firms may be liable to be blacklisted for 3 years beginning from the year, in which defective supply was detected notwithstanding any action

19. BLACK – LISTING / DEBARRING OF DEFAULTING CONTRACTORS:

a. The tenders who have been declared as de-registered/ debarred/ Black listed, either by South Zone, BBMP or any State Government/, even after the award of Contract Shall be treated as non-responsive Tenders.

b. The purchaser reserves the right to Black List / Debar any contractor either in whole or in part limiting to Specified product /products, for breach of any of the Terms and conditions of the tender.

c. Such BLACKLISTED CONTRACTOR AND HIS ESTABLISHMENT will not be eligible to participate in any of the Departmental Tenders for subsequent 3 years.

Such firms / products will be blacklisted for three (3) years beginning from the year following the one in which defective Supplies were detected and all contract with such contractor will be suspended and purchases will be made from alternative source. The contractor shall be also be liable for action under criminal law also all the deposits and dues of such tenders/ contractors shall be forfeited to the **Additional Bangalore Election Officer - South Zone, BBMPBangalore.**

["KTPP Rule 26A. Debarment of Tenderers by Procurement Entity- (1) The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.

(2) The Procurement Entity may, by order, appoint a Committee consisting of such officers not below the rank of Tender Inviting Authority to be the Debarment Committee to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

(3) On the receipt of information, Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.

(4) For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub rule (2) above.

(5) The Debarment Committee may make recommendations with reasoning in writing, within thirty days from date of receipt of information.

Provided that the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.

(6) On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of tenderer or contractor or supplier and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such tenderer or contractor or the supplier or any of its successors.

(7) The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.]

The Purchaser reserves the right to BLACK LIST / DEBAR any tenderer for any or all of the following reasons:

i. Abnormal under-quoting to sabotage the process.
ii. Non-executing of agreement and the security deposit when his offer/s is accepted.
iii. Submission of false documents to get declared as responsive.
iv. Canvassing through whatever means to get tender approved.
v. Indulging in corrupt practices like offering incentives /inducements /coercion etc. to seek favour of approval.
vi. Interfering in the process of evaluation through submission of false documents on other tenderer/s.
vii. Bringing extraneous pressure on the officers or officials to get his tender declared responsive.
viii. Any other activity which would affect /interfere with the evaluation process and be treated as fraudulent or corrupt practice.
ix. Supply of spurious products or those of lesser/ different quality and / or specification
x. Supply of Services of substitutes other than that mentioned in the tenderand submitted tender as sample and approved.
xi. Supply of damaged Services.
xii. Delay in supplies.
xiii. Recurrent supply of Services in packing materials of poor quality.
xiv. Supply of quantity less than that claimed or ordered.
xv. Violation of any conditions or reneging on Letter of Undertaking / Breach of Contract.
xvi. Violation of Non-disclosure or political neutrality condition.

[As provided in Rule 2 of KTPP Rules, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;]

The Firms/ Manufacturers who have been notified as BLACKLISTED / DEBARRED by the South Zone, BBMP or any State Governments or Autonomous Body of Government or Board or Corporation are not eligible for Participation in this tender. Such tenders will be rejected even if received.

d. Every tenderer shall upload an Affidavit on Rs 200 Stamp Paper to the effect that he is not ***BLACKLISTED / DEBARRED by the South Zone, BBMP or any State Governments or Autonomous Body of Government or Board or Corporation.*** If the Tendering authority comes to Know of such Blacklisted / Debarred status of the Firms Subsequent to the opening of the Tender/ Acceptance of the Contract all the deposits and dues of such Tender / Contractors be forfeited to **Additional Bangalore Election Officer - South Zone, BBMPBangalore,** and such firms will be liable for Blacklisting/ Debarring for fraudulent and/ or corrupt practice and false affidavit.

e. The Bidding Agency should not have any ongoing litigation with any Government authority, Board, Corporation, Local Body or Autonomous Institution. The Bidding Agency should not have any record of any litigation with the Tendering Authority. The Agency should upload an Affidavit on Rs 200 Stamp Paper to that effect.

f. The **Additional Bangalore Election Officer - South Zone, BBMPBangalore,** reserves the right to reject the tender of blacklisted companies and those and those companies whose past performance to any agencies/ Institutions was poor due to delayed and erratic supplies, frequent quality failures etc.

20. TERMINATION OF CONTRACT UNDER SPECIAL CIRCUMSTANCES

The Purchaser may without Prejudice to any other remedy for breach of Terms and Conditions of Tender, by written notice of one month, terminate the contract either in whole or part, Stating reasons thereof.

21. DISPUTES AND JURISDICTION

In the event of any dispute arising out of the Terms and Conditions of the tender, Such disputer would be subject to the jurisdictional Courts in **Bangalore** only.

22. SAVING CLAUSE PROTECTION OF ACTION TAKEN IN GOOD FAITH

No suit, prosecution or any legal proceedings shall lie against the **Additional Bangalore Election Officer - South Zone, BBMPBangalore,** or any person for anything which is done in good faith or intended to be done in pursuance of this Tender the tendered quantity of the Services notified.

23. SPECIAL CONDITIONS:

1. All suppliedservices should be accompanied by original delivery note in triplicate (photo/ Xerox copy / fax copy/ e-mail will not be accepted).
2. The matter pertaining to the supplies should be either printed or type written or legibly hand written on the delivery challan or the invoice.
3. In all the above conditions, the decision of the ADEO-South Zone, BBMP, shall be final and binding.
4. The uploaded tender document shall contain all the pages signed by the authorized signatory, along with the respective annexures as mentioned under various clause and sub clauses of the tender documents .
5. Tender/ contract should not be sublet or sub-contracted.
6. An undertaking should be submitted accepting all conditions, agreeing to non-disclosure and data security and to supply of Services as per indent within time specified to ADEO-South Zone, BBMP or authorized person only as specified by ADEO-South Zone, BBMP.
7. The rates will be compared with the prevailing market rates and where found excess, shall be reduced by negotiation with L1 only.

ANNEXURE-II PART - II

TENDER DECLARATION FORM

(Ref.SectionII – Clause No. 2.A-8(b))

Tender for Supply of Vehicle SERVICES, for the Year 2023-24

Format of undertaking to be furnished by the tenderer for having

Accepted the terms & conditions of the tender document.

To,
The Additional Bangalore Election Officer - South Zone, BBMP,
Bangalore Bangalore, PIN-560011

Sir,

In accordance with the terms and conditions of tender document for supply of **Bangalore Vehicle** SERVICES**,**for the year 2023-24 (Extendable), I/We have gone through all the terms & conditions and hereby agree to accept and undertake to abide the same.

Further stating that firm is not Black Listed with any Government/Quasi Government Organizations & the documents submitted in Tender are not false/erroneous.

Date Place	Signature ( ) Name in capital Seal of the/company.

ANNEXURE - III

List OfSERVICES,Quoted Under This Tender
(Ref.SectionII- Clause No.2.A–9)

Ref:-Tender Notification **No.E.E.(JN)/DM/e-proc/17/2023-24** Date: **27-02-2024.**

Sl No	**Item Code**	**Name of the** SERVICES**, quoted in the Tender**	**Specification**

Signature and Seal of the Tenderer

ANNEXURE-IV

(Ref. Section II – Clause No. 2. A-12)

PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST THREE YEARS (2021-22, 2022-23 & 2023-24)

Ref:-Tender Notification **No.E.E.(JN)/DM/e-proc/17/2023-24** Date: **27-02-2024.**

Name of the Firm:_____

Orders placed by full address of purchas	Order No. &Date	Description and qty. of Similar Services ordered	Value of order	Date of Completion of Delivery As per contract	Remarks indicating reasons for late delivery , if any

er				Actual	
1	**2**	**3**	**4**	**5**	**6**

Signature & Seal of the Tenderer:.....

ANNEXURE- V

(Ref Section II Clause No-2.A-12)

User Certificate

Ref:-Tender Notification **No.E.E.(JN)/DM/e-proc/17/2023-24** Date: **27-02-2024.**

01	Name of the SERVICES**,**supplied	
02	Supply Order No.& date	

03	Supplied by	
04	Supplied during the year	
05	Quantity	Exp.:-(1) Name of the item – Quantity (2) Name of the item – Quantity (3) Name of the item – Quantity
06	Comment about Quantity / Quality of the Necessary Stationery.	
07	Any remarks about Response of Supplier to Emergencies.	
08	Contact Telephone Numbers	Land Line:- Mobile:-

Date:- End users Signature with Seal.

ANNEXURE-VI
(General conditions Clause-11)
CONTRACT FORM

Ref:-Tender Notification No. _____

This AGREEMENT made on the ……day of …….2023 between ….. (Name of Purchaser with full address) of …….(Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and …… (name of Supplier) of …… (Full address of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the purchaser is desirous that certain Services and Ancillary Services Viz., (Brief Description of Services) and has accepted a Tender by the supplier for the supply of those SERVICES in the sum of ……..(contract price in Words and figures) (Hereinafter called "the contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to .
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   a) The Tender Form and the Price Schedule submitted by the Tenderer,
   b) The Schedule of Requirements.
   c) The Section-I Invitation for Tenderers.
   d) The Section-II Terms and Conditions.
   e) The General Conditions of the Tender.
   f) The Special Note of the Tender.
   g) The Purchaser's Notification of Award.
3. In consideration of the payments be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Services described and listed in detail in this Tender and in which awarded to us on Contract basis for a period of 12 months or extendable by six months from the date of issue of this Contract Form.
6. The Supplier hereby agrees to maintain complete security, non-disclosure, non – retention and non-use of the information, data and materials for any other purpose than supply to the Purchaser as per the current tender only and to delete/ destroy the same on directions of the Purchaser.
7. The Supplier hereby agrees to complete political neutrality of himself and all his employees and staff.
8. The Supplier agrees that any violation of the above will be a breach of contract and subject to blacklisting and prosecution.
9. Each and every item supplied shall bear the Name & Address with date of the Supplier at the bottom corner.
10. The Supplier agrees to the following Delivery Schedule:

Sl No	Brief Description of Services	Quantity to be Supplied	Unit Price	Total Price	Delivery Terms

Total Value: Refer Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respectivelaws the day year first above written.

Signed, Sealed and Delivered by the said……
(For the Purchaser) in the presence of……..

ANNEXURE VII: PERFORMANCE SECURITY FORM

To:

(Name of Purchaser)

WHEREAS

…… (Name of Service Provider)

hereinafter called "the Service Provider" has undertaken , in pursuance of Contract No……..

dated,…… 20...

to

Supply…… ……

(Description of Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of …… …… (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of …… (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ……..day of……..20……

Signature and Seal of Guarantors

……

……

Date……20….

Address:……

……